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8 Attorneys for Plaintiffs
9 CERTAIN UNDERWRITERS AT LLOYD'S
10 SUBSCRIBING TO POLICY NO. 10000525
11 and VERKADA, INC.

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA
14

15 CERTAIN UNDERWRITERS AT
16 LLOYD'S SUBSCRIBING TO
17 POLICY NO. FAL-2000527; and
18 VERKADA, INC.,

19 Plaintiffs,

20 v.

21 EXPEDITORS INTERNATIONAL OF
22 WASHINGTON, INC.; FASTMORE
23 LOGISTICS, LLC; TA TRUCKING;
24 TA LOGISTICS; NHU K. NHI LY dba
25 NLV Trucking; and DOES ONE
26 through TEN,

27 Defendants.
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Case No. 2:24-cv-01151

**COMPLAINT FOR NON-
DELIVERY OF CARGO**

(\$33,508.46)

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1 Plaintiffs' complaint follows:

2 **GENERAL ALLEGATIONS**

3 1. Plaintiff CERTAIN UNDERWRITERS AT LLOYD'S
4 SUBSCRIBING TO POLICY NO. FAL-200005237 ("LLOYD'S"), is now, and at
5 all times material was, a group of insurance syndicates associated with Lloyd's of
6 London, which are citizens of the United Kingdom, and was all relevant times, the
7 insurer of VERKADA, INC. ("VERKADA") and the security systems that are the
8 subject of this lawsuit. VERKADA is, and at all times herein material was, a
9 corporation duly organized and existing by virtue of law, and was the owner of the
10 subject security systems.

11 2. Plaintiffs are informed and believe and on the basis of that information
12 and belief allege that EXPEDITORS INTERNATIONAL ("EXPEDITORS");
13 FASTMORE LOGISTICS, LLC; TA TRUCKING; TA LOGISTICS; NHU K. NHI
14 LY dba NLV Trucking, and DOES ONE through TEN are now and at all times
15 herein material were engaged in business as brokers and/or common carriers for hire
16 in the county of San Bernardino, State of California.

17 3. The true names of defendants sued herein as DOES ONE through TEN,
18 each of whom is or may be responsible for the events and matters herein referred to,
19 and each of whom caused or may have caused or contributed to the damage herein
20 complained of, are unknown to plaintiffs, who therefore sus said defendants by such
21 fictitious names. Plaintiffs will amend their complaint to show the true names of
22 said defendants when the same have been ascertained.

23 4. The claims alleged herein contain a cause of action for non-delivery of
24 cargo under the Carmack Amendment to the Interstate Commerce Act, 49 U.S.C. §
25 14706. Accordingly, this Court has jurisdiction over this claim pursuant to 28
26 U.S.C. §1331. Venue is proper under 28 U.S.C. §1391(b).

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1 5. Plaintiffs are informed and believe and on the basis of such information
2 and belief alleges that on or about February 9, 2023, at Grapevine, Texas, all named
3 defendants, and DOES ONE through TEN, received a cargo of 1,083 units of
4 security systems belonging to VERKADA and/or related entities. Under the
5 applicable bills of lading, pickup number F232558968, and others, said defendants,
6 and each of them, agreed, orally and in writing, and in return for good and valuable
7 consideration, to carry said cargo from Grapevine, Texas, to Ontario, California, and
8 there deliver said cargo in the same good order, condition, and quantity as when
9 received.

10 6. Thereafter, in breach of and in violation of said agreements, said
11 defendants did not deliver said cargo in the same good order, condition, and quantity
12 as when received at Grapevine, Texas. To the contrary, said defendants, and each of
13 them, failed to deliver the subject shipment in its entirety, to its intended destination
14 of Ontario, California, as a result of which a substantial portion of the cargo was
15 lost. The value of the undelivered cargo was \$33,508.46.

16 7. Prior to the shipment of the herein described cargo and prior to any loss
17 thereto, LLOYD'S issued its policy of insurance whereby LLOYD'S agreed to
18 indemnify the owner of said cargo, VERKADA, and its assigns, against loss of or
19 damage to said cargo while in transit, including mitigation expenses, and LLOYD'S
20 has therefore become obligated to pay, and has paid, to the person entitled to
21 payment under said policy, VERKADA, the sum of \$31,508.46, which is the value
22 of the non-delivered cargo (net of the \$2,500 policy deductible), on account of the
23 herein described loss. As a result, Plaintiff LLOYD'S has been damaged in the
24 amount of \$31,508.46, and plaintiff VERKADA has been damaged in the amount of
25 \$2,500.

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1 WHEREFORE, Plaintiffs pray that this Court enter judgment in their favor
2 and against defendants; that this Court decree payment by defendants to Plaintiffs in
3 the amount of \$33,508.46, or another amount to be proven at trial, together with
4 prejudgment interest thereon and costs of suit herein; and that Plaintiffs have such
5 other and further relief as in law and justice they may be entitled to receive.

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7 Respectfully submitted,
8 Dated: February 9, 2024 GIBSON ROBB & LINDH LLP

9
10 /s/ JOSHUA E. KIRSCH
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13 Attorneys for Plaintiffs
14 CERTAIN UNDERWRITERS AT
15 LLOYD'S SUBSCRIBING TO POLICY
16 NO. FAL-2000527 and VERKADA, INC.
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